

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco

CA 94142-0603



HOLIDAY PROVISION

FOR

BOILERMAKER-BLACKSMITH

HELPER/TRAINEE

IN

ALL LOCALITIES WITHIN THE STATE OF CALIFORNIA

14-X-2

WESTERN STATES

ARTICLES OF AGREEMENT



Between the
**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS, AND
HELPERS, AFL-CIO**

and the

SIGNATORY CONTRACTORS

Effective October 1, 1997 through
September 30, 2001

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WESTERN STATES ARTICLES OF AGREEMENT

between the

**INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS**

(Herein referred to as "Union")

and the

SIGNATORY CONTRACTORS

(Herein referred to as "Contractor")

Governing Wages and Working Conditions on
All Field Construction Work in the States of
Alaska, Arizona, California, Colorado, Idaho,
Montana, New Mexico, Nevada, Oregon, Utah,
Washington and Wyoming.

Effective October 1, 1997

Terminating September 30, 2001

PREAMBLE

THE PARTIES TO THIS AGREEMENT agree
to the following rules and regulations which shall
govern the mutual relations between them.

**ARTICLE 8
OVERTIME.**

ART. 8(a) Time and one half (1 1/2) hours for 1 at the straight time rate, shall be paid for work in 2 excess of 8 hours on the first shift and second 3 shift and 7 hours on the third shift, or for hours 4 worked in excess of the regular weekly hours as 5 set forth in ARTICLE 7 and 10, whichever results 6 in the greater amount of overtime in the work- 7 week of each employee. 8

ART. 8(b) Employees who work on Saturday 9 or Sunday without having previously worked 10 during the workweek, their full number of regular 11 weekly hours as set forth in ARTICLE 7 and 10 12 shall receive the applicable overtime rate for 13 such Saturday or Sunday work by reason of 14 work on those days being normally in excess of 15 the number of regular weekly hours. 16

ART. 8(c) Employees who work before or after 17 regular established shift hours without also 18 working on that day all their regular established 19 shift hours, shall receive the applicable overtime 20 rate for work before or after their regular estab- 21 lished shift hours by reason of such work being 22 normally in excess of that performed during regu- 23 lar established shift hours, as set forth in 24 ARTICLE 7 and 10. 25

ART. 8(d) Double time shall be paid for all hours 26 in excess of 10 hours Monday through Saturday, 27 and for all hours on Sundays and Holidays. 28

ART. 8(e) Employees who work a total of 40 1 hours or less in any work week shall receive the 2 applicable overtime rate for all hours worked in 3 that workweek on Saturday, Sunday or a recog- 4 nized holiday, or before or after their regular 5 established shift hours. 6

ART. 8(f) Employees required to work over- 7 time in excess of two (2) hours past the regular 8 quitting time of their shift shall be allowed suffi- 9 cient time to eat at the end of their shift without 10 loss of pay; and if work is to continue in excess 11 of four (4) hours thereafter, they shall be allowed 12 sufficient time to eat without loss of pay after 13 each four (4) hours of such work. No lunch peri- 14 od shall be allowed on Contractor's time when 15 overtime work will not exceed two (2) hours past 16 the regular quitting time of the shift. 17

ART. 8(f)(1) The intent of this paragraph is that 18 a second lunch period will be allowed without 19 loss of pay when an employee is required to 20 work in excess of ten (10) hours. 21

ART. 8(g) Overtime is not to be demanded 22 from the Employer by any workman covered by 23 this Agreement as a condition for employment 24 on a job. 25

**ARTICLE 9
HOLIDAYS.**

ART. 9(a) The recognized holidays are: New 26 Year's Day, President's Day, Memorial Day, July 27

1 4th, Labor Day, Veteran's Day, Thanksgiving
2 Day, the day after Thanksgiving Day, and
3 Christmas Day. If the Boilermakers and those
4 crafts servicing the Boilermakers in a Local
5 Building Trades Council elect to observe a holi-
6 day on a date other than that observed by the
7 state or nation, than that elected date shall be
8 observed as the holiday. Contractors shall be
9 notified at least two weeks prior to the effective
10 date of change.

11
12 **ART. 9(b)** Upon mutual agreement between
13 the Local Union Business Manager and the
14 Employer Representative, Veterans Day may be
15 changed for the day before Christmas.

16
17 **ART. 9(c)** No work shall be performed on
18 Labor Day except for the preservation of life and
19 property. When a holiday falls on a Saturday or
20 Sunday, the day observed by the State or Nation
21 shall be observed

22
23 **ART. 9(d)** Holidays falling on Tuesday,
24 Wednesday, or Thursday may be observed on
25 Monday or Friday where such is mutually
26 agreed to between a Contractor and the Local
27 Union involved for an individual job site.

28
29 **ARTICLE 10**
30 **SHIFTS.**

31
32 **ART. 10(a)** A second (2nd) and/or third (3rd)
33 shift may be established by Contractor provided
34 each is worked for three (3) or more consecutive

1 days to include Saturdays, Sundays and
2 Holidays, if worked. When a job is to run for less
3 than three (3) consecutive work days it will be
4 considered a short or irregular shift work job and
5 the second and/or third shift shall be paid for at
6 the applicable overtime rate or an arrangement
7 can be worked out between the Contractor and
8 the authorized representative of the local lodge
9 having jurisdiction. where and how two shifts
10 can be worked. Subterfuge shall not be used to
11 avoid the intent of the foregoing.

12
13 **ART. 10(b)** When established shifts are
14 worked through Saturday, Sunday or a Holiday,
15 hours of work and pay shall be in accordance
16 with the provisions of ART. 10(d) at the applica-
17 ble overtime rate.

18
19 **ART. 10(c)** The regular starting time of the first
20 or day shift shall be 8:00 A.M.; the regular start-
21 ing time of the second shift shall be 4:30 P.M.;
22 and the regular starting time of the third shift
23 shall be 12:30 A.M. The foregoing starting times
24 may be changed when mutually agreed to
25 between Contractor and representatives of the
26 Local Union having jurisdiction of the job.

27
28 **ART. 10(d)** Where two or three shifts are
29 worked, the first or day shift shall be established
30 on an eight (8) hour day, forty (40) hour week
31 basis; and the second shift shall be established
32 on a seven and one half (7 1/2) hour day, thirty
33 seven and one half (37 1/2) hour week basis;
34 and the third shift shall be established on a